



भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

2007/CE-I/CT/18/Pt-I (Vol.II)

New Delhi, dated 14.09.2017

To,
As per list attached.

विषय: Addendum & Corrigendum Slip to Model PMC tender document and revised guidelines for implementing PMC services in Railways

संदर्भ: Railway Board letter No 2007/CE.1/CT/18 dated 05.07.2010

Board(ME, FC) have approved revision to Model Project Management Consultancy (PMC) Tender Document and Guidelines for implementing "Project Management Consultancy" Services in Railways, issued vide Railway Board letter No 2007/CE.1/CT/18 dated 05.07.2010.

2. Addendum & Corrigendum Slip to Model Project Management Consultancy (PMC) Tender Document (Annexure-I) and Revised Guidelines for implementing "Project Management Consultancy" Services in Railways (Annexure-II), issued vide Railway Board letter No 2007/CE.1/CT/18 dated 05.07.2010 are enclosed herewith for necessary action.

3. This issues with the concurrence of Finance Directorate of the Ministry of Railways.

4. Please acknowledge receipt.

Enclosures- As above

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2007/CE-I/CT/18/Pt-I (Vol.II)

New Delhi, dated 14.09.2017

Copy forwarded for information to:

1. The FA & CAOs all Indian Railways.
2. The Deputy Comptroller and Auditor General of India (Railways), New Delhi.

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For Financial Commissioner / Railways

LIST FOR DISTRIBUTION

1. General Managers, All Indian Railways & Production Units.
- 1a. General Manager (Con), N.F. Railway, Guwahati.
- 1b. General Manager /CORE, Allahabad.
2. Principal Chief Engineers, All Indian Railways.
3. Chief Administrative Officers (Con), All Indian Railways.(Except N.F. Railway)
4. FA&CAOs/ All Indian Railways.
5. Chief Vigilance Officers, All Indian Railways.

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1. CAO/CAO(R), COFMOW, Tilak Bridge, New Delhi.
2. CAO/CAO(R), Diesel Locomotive Works, Patiala(Punjab).
3. CAO, Rail Coach Factory/Rae Bareilly Project, Kishanganj, Delhi -110007.

(B)

1. Director General, RDSO, Manak Nagar, Lucknow.
2. Director General, Railway Staff College, Vadodara
3. Director, IRICEN, Rail Path, Pune – 411 001 (Maharashtra).
4. Chief Commissioner of Railway Safety, Ashoka Road, Lucknow.

(C)

1. MD, DMRC, Metro Bhawan, 13, Fire Bridge Lane, Barakhamba Road, New Delhi- 110 001,
2. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110076.
3. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
4. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon.
5. MD, RVNL, August Kranti Bhawan,Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi.
6. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
7. MD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001.
8. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
9. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
10. MD, CRIS, Chanakyapur, New Delhi.
11. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon – 122003.
12. RCF, Rae Bareilly, Kishan Ganj, Delhi-110007.
13. CME, IROAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
14. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar.

Copy to:

ME, M(Tr.), M(RS), FC, DG(S&T), DG(RS), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), Adv(Projects), Adv.(SDE), Adv(Bridges), EDCE(G), EDCE(P), EDTK(M), EDTK(MC), EDTK(P), EDCE(B&S),EDCE(Mobility) EDF(X)-I, EDF(X)-II, ED(Works), EDW(Plg.), ED/Project(Mon.), ED(L&A), ED/SDE, ED(PSU), ED/RE, ED/Sig(Project), ED/E/Transformation.

REVISED GUIDELINES FOR IMPLEMENTING "PROJECT MANAGEMENT CONSULTANCY" SERVICES IN RAILWAYS

(In supersession to Annexure-I of Railway Board's letter No. 2007/CE-I/CT/18
Dated 05.07.2010)

1. Following are the guidelines for implementing Project Management Consultancy (PMC) on the Zonal Railways:

- (a) PMC shall be deployed only in two to three contracts in each Zonal Railway/CORE to gain experience. They will be deployed only in throughput enhancement construction projects (Doubling, Traffic Facility, Railway Electrification and Signal & Telecommunication works) that are estimated to cost more than Rs.100 crore each. In case an Executing Agency finds the need to go for more PMC contracts i.e. more than 3 contracts, these may be undertaken with administrative approval of the functional Member of Railway Board. After gaining adequate experience, this policy would be reviewed by Railway Board after a period of one year for necessary further action.
- (b) PMC shall be adopted "contract based" and not "project based". Ideally, high value projects should be executed on a composite contract basis covering works relating to all departments (Civil, Electrical, OHE, S&T etc.) and one PMC should be engaged for that contract. However, where it is not feasible to float composite tenders for mega projects, PMC can be for the project as a whole covering multiple works contracts being executed in that project.
- (c) In Railway construction projects, PMC should be engaged only for supervision of contract and this PMC for supervision of contract should be distinct and different from other consultants, if any, engaged for planning, survey and other activities that precede the actual award of contract.
- (d) Since the PMC policy is new to Railway construction projects, PMC contract shall be finalized on Quality and Cost Based Selection (QCBS) method of selection¹. The detailed procedure for the proposed QCBS based selections recommended is explained in Chapter-3 of Volume-I of Model Tender Document and step by step procedure for evaluation of tenders vide page 104 to 115 of Volume-II of Model Tender Document.

QCBS system entails awarding of scores for the stipulated parameters which inter alia, includes qualification and experience of the consultant and their key personnel at the Technical Evaluation stage and followed by opening of the Price Bid of those shortlisted tenderers who qualify in the Technical Bid and the final

¹Term taken from the 'Manual of Policies and Procedure of Employment of Consultants' dated 31.08.2006 issued by the Ministry of Finance.

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award is determined based on the Financial Bid. The detailed procedure to be followed in this regard is given in the Model Tender Document.

- (e) Since the success of the PMC depends mainly on the quality of man-power, the PMC consultant would engage in the contract, eligibility and qualification criteria to be prescribed in the PMC tender for different categories of personnel assume great importance.
- (f) Two-packet system of tendering shall be adopted, i.e. packet one shall be technical bid and packet-two shall be price bid.
- (g) The consultant engaged for planning and design activities preceding the award of contract for the subject work shall not be eligible to participate in the PMC in the same work.
- (h) In this PMC, the Consultants shall function in the capacity as Engineer's Representative and the Engineer' role shall continue to be with regular Engineer/Manager(s) of Railways.
- (i) The PMC consultant or its sister concern or its subsidiary company or any of their members (if it is a consortium/JV), cannot be engaged as the main works contractor for the same project for which they are consultants and vice versa. (Note – A sister concern of a company is defined as a company owned by the same partner company as another company.)
- (j) Participation of JV/Consortium in the proposed PMC contract would be encouraged. The JV policy guidelines introduced in works contracts vide Board's letter no. 2002/CE-1/CT/37, dated 2.9.08 would be equally applicable in PMC contracts to the extent modified. This will facilitate Joint Ventures Firm to participate in PMC contracts.
- (k) Measurement and preparation of bill, etc. would be undertaken by the main works contractor and submitted in serially numbered measurement sheets. For hidden items of all departments, earthwork 100% centerline initial levels and 20% cross sections having heavy cross slopes, ballast measurement, pitching stone measurement and classification of soil – to be recorded by contractor in the presence of Resident Engineer of PMC and railway nominated engineer not less than junior scale level. For other measurements – 100% test check by Section Engineer (SE) of PMC, 20% test check by Resident Engineer (RE) of PMC, not less than 10% test check by Dy. CE/C or equivalent in other departments, covering items test checked by SE and RE as well as other items also. The Dy. CE/C or equivalent in other departments may also exercise random checks so as to ensure that the procedure laid down for measurements is being followed. The detailed measurement procedure to be followed by the PMC contractor has been furnished in the Model Tender Document.
- (l) The Railway engineer at the JA grade level shall be the nominated 'Project Engineer (In-charge)' who shall be responsible for all issues of project management inclusive of billing, measurements, quantity variations, progress

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report etc. The detailed duties and responsibilities of the 'Project Engineer' shall continue to be as per existing procedure except to the extent modified in these Guidelines.

- (m) –Stands deleted-
- (n) PMC consultant shall indemnify Railways for excess billing claimed either due to oversight or done intentionally.
- (o) The consultant shall take out and maintain insurance at his own cost against risks as specified in the tender. Detailed clauses for this are incorporated in Model Tender Document.
- (p) It is the duty of the PMC consultant to keep a tag on variation in quantities in contracts and raise alarm sufficiently in advance to enable Railways take necessary corrective action.
- (q) PMC consultant's main responsibility is to ensure execution of work with due controls for safety, quality control, cost control and project progress monitoring; and for this purpose a Performance Guarantee shall be submitted by the PMC consultant.
- (r) Payment to the PMC consultant shall be made in the manner explained below:
 - (i) The monthly payment shall be made @ 80% of the accepted man-month rates as per actual deployment of staff duly certified by the Dy.CE (in- charge).
 - (ii) 10% of the accepted man-month rates shall be released proportionately to the average financial progress of the construction contract for which PMC has been appointed.
 - (iii) Balance 10% of the accepted man-month rates shall be released on successful commissioning of project as under:
 - a) On preparation and submission of Final bill of works contract – 6%
 - b) During defect liability period of one year (matching with the defect liability period of construction contractor) – 4% @ 1% for each quarter.
 - (iv) In case any of the relevant Key Personnel/Technical staff remains unavailable during important activities, like Pre-Non interlocking, Non-interlocking work and commissioning of project, recovery will be made @ three times the payable remuneration. At other times, in case of failure of deployment of Key Personnel/Other Personnel, Railway will be entitled to a deduction @ 1% of accepted monthly remuneration rate of the personnel not deployed per day of delay, for the first 30 days after the notice period (not less than two weeks). After above 30 days period is over, the deduction @ 2% of the accepted monthly remuneration of the Personnel not deployed per day of delay shall be applicable. Decision of the Railway will be final and binding in this regard.
 - (v) Railways shall reserve the right to reduce the number of personnel and man months to be deployed by the PMC based on progress of works contract.

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- (s) A proper *Quality Assurance* system including positioning of programme expert, quality expert and safety expert should be put in place by the works contractor for deriving the full benefit for PMC. The works tender should provide for such a system. The PMC should ensure that works contractor put such a Quality Assurance System in place and see that the same is properly implemented. It is also PMC's responsibility for getting approval of the competent Railway authority for construction methodology proposed by the contractor, for changes in design and scope of work, if any warranted during project execution, for timely reaching of milestones fixed and for good performance of the asset created during defect liability period.
- (t) For successful execution of mega Railway projects for which PMC consultants are engaged, commensurate allocation of funds every year to meet the physical target is of paramount importance. In the present scheme of things, this sort of assured allocation of funds during the gestation of the project execution does not take place and this, besides jeopardizing physical target, also leads to huge cost overrun and consequent contractual complications. For success of PMC contracts, a minimum guaranteed fund allocation for the project concerned (for which PMC consultant is engaged) during the construction period, has to be ensured.
- (u) Amendments to the extant Codal provision in Engineering Code and Finance Code can be undertaken after the PMC policy is introduced and sufficient experience gained. For the present, suitable clauses have been incorporated in the Model Tender Document to take care of deviations from the extant clauses, applicable to works contracts.
- (v) The PMC cost and cost of Railway establishment put together should not be more than the permissible D&G provision in the sanctioned estimate for the project concerned.
- (w) All PMC tenders irrespective of its value shall be finalized by tender committees of level not less than SAG.
- (x) Since PMC concept is new for Railways, there is a need to develop PMC expertise for Railway related works. Since the existing PMC consultants may not have direct railway project experience, after awarding a PMC contract, a few select supervisory personnel of the PMC consultant should undergo training at IRICEN, Pune, which has already developed training modules on PMC. The cost of training and other incidental expenditure in this regard shall be borne by the PMC consultant. Necessary clauses to this effect have been incorporated in the tender document.

2. MINIMUM QUALIFICATION CRITERIA

2.1 Only those offers which are considered as valid offers would be taken up for evaluation of technical bids.

- (a) The tenderer must have paid the cost of the tender document.
- (b) The tenderer must have paid the EMD amount in one of the prescribed

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formats.

- (c) The tenderer should be a valid, legal and duly registered/ incorporated entity – individual/firm/society/company registered in India or a valid JV Firm/ Consortium.
- (d) The tenderer should not have been blacklisted.
- (e) The tenderer should not have conflict of interest as defined in the tender condition.

2.2 Technical Eligibility

| | | |
|---|--|--|
| 1 | Minimum value of a single Eligible Assignment completed or substantially completed in the previous 5 financial years and current financial year till the tender submission date. | Value of one completed/ substantially completed Eligible Assignment executed for Railway/Metro work or for a project executed for Central and State government, Public Sector Undertaking (PSU) of Central and State governments and Special Purpose Vehicles (SPVs) of Central Government in sector other than Railways/Metro, equivalent to 35% of the estimated cost of the subject PMC tender |
| 2 | Payments received from Consultancy Contracts during the last 3 financial years and current financial year till the tender submission date | The tenderer should have during the last 3 financial years and the current financial year till the tender submission date, received minimum total payment equivalent to 150% of the estimated cost of the subject PMC tender from any type of consultancy services contract for railway and non-railway sectors in Central and State government, Public Sector Undertaking (PSU) of Central and State Governments and Special Purpose Vehicles (SPVs) of Central Government. |

NOTE:

- (i) "Eligible Assignment" in the above table is defined as consultancy assignments in respect of Project Management Consultancy Services/General Consultancy Services/Independent Engineer services (the services actually provided under the contract must include construction supervision), as the case may be, for Railway/Metro works or for any project executed for Central and State government, Public Sector Undertaking (PSU) of Central and State Governments and Special Purpose Vehicles (SPVs) of Central Government in sector other than Railways/ Metro.
- (ii) A substantially completed consultancy contract means a contract in which the consultancy fee of at least eighty per cent (80 %) of the contract value has been received and is equal to or more than the minimum value stipulated for completed Eligible Assignment.

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2.3 Qualification and Experience Requirement of Key Personnel

2.4 List of Key Personnel: The Tenderer shall offer and make available the Key Personnel as per the list prescribed in the tender.

2.5 The General Manager with concurrence of FA&CAO/C or FA&CAO may decide the type and number of key personnel, their qualification, total professional experience and relevant experience in the eligibility condition of the tender depending upon the nature of the project, its scope and requirement. The essential qualification for Team Leader shall be graduate degree with total professional experience of at least 15 years. All Key Personnel, Other Professional Personnel and Support Personnel should not be older than 67 years as on the tender submission date.

2.6 Terms of Reference (TOR) i.e. the scope of consultancy work shall be clearly defined in the tender document. A sample TOR has been given in the model tender document. Similarly, the role and responsibility of the PMC has also been elaborated in the model tender document.

2.7 The detailed evaluation procedure to determine a tenderer's eligibility (as per the QCBS Model) for opening the financial bid has been explained in the model tender document.

3. OTHERS

3.1 The Model Tender Documents for the purpose of awarding PMC contract are in two Volumes. Volume-I contains standard fixed clauses and Volume-II contains variable clauses. While clauses in Volume-I will remain unchanged in all PMC contracts, the clauses in Volume-II can be changed by the Zonal Railway (except Clause 9.1 of Schedule III (TOR) & Clause 6.3.3 (iv) of Schedule IV (Special Conditions of Contract (SCC)) with the approval of the General Manager and concurrence of FA&CAO/C or FA&CAO as per the requirements in each PMC contract. **The Zonal Railways and CORE would prepare suitable two packet tender documents based on these model documents.**

3.2 Since in the proposed PMC model, the responsibility of measurement and billing has been assigned to the works contractor, it is necessary that the works contractor has a proper team of technically qualified personnel.

3.3 After gaining sufficient experience in the field organization, this policy would be further reviewed after period of, say one year.

3.4 In order to get a lasting solution for effective supervision of Railway projects, it is necessary to strengthen the infrastructure for in house supervision. This can be done by launching a massive recruitment drive to fill the existing vacancies of supervisory officials in all departments.

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Addendum & Corrigendum Slip
To
Model Document for Project Management Consultancy (PMC) Services
on Indian Railways, July 2010

Amendments in Volume I

1. Amendment to Clause 1.6 “Brief Description of the Selection Process”

Clause 1.6 shall read as under:

1.6 Brief Description of the Selection Process: The Railway intends to select the Consultant through an open competitive bidding process involving evaluation of Technical and Financial Offers (collectively the “**Selection Process**”). The Railway shall adopt a tender evaluation process as described in Clause 2.19.3. The final selection of the Consultant shall be based on the Quality and Cost Based System (QCBS). Tenderers shall be short-listed based on their Technical Offers meeting a minimum Quality standard. The Financial Offers of only the short-listed Tenderers shall be opened. The final selection shall be based on the lowest financial offer amongst the shortlisted Tenderers as described in Section 3.

2. Amendment to Clause 2.2.2 (A): “Technical Capacity”

Clause 2.2.2 (A) shall be read as under:

2.2.2 (A) Technical Capacity: The Single Entity Tenderer or the lead member of the Consortium/JV (the “**Lead Member**”), as the case may be, shall have, during the last 5 (five) financial years and the current financial year till the tender submission date (the “**TSD**”), completed or substantially completed the minimum number of Eligible Assignments specified in Clause 5.18.1.

Note:

- 1) The contract should have been completed within this period irrespective of date of start.
- 2) The contract shall be treated as completed as on the date of commissioning of the project (excluding defect liability/maintenance period) or completion of the services as certified by the Employer.
3. A substantially completed consultancy contract means a contract in which the consultancy fee of at least eighty per cent (80 %) of the contract value has been received and is equal to or more than the minimum value stipulated for Eligible Assignment in clause 5.18.1.

3. Amendment to Clause 2.2.2 (B): “Financial Capacity”

Clause 2.2.2 (B) shall read as under:

2.2.2 (B) Financial Capacity: The Single Entity Tenderer or the Lead Member of the Consortium/JV, as the case may be, shall have during the last 3 (three) financial years and the current financial year till the TSD, received minimum total payment from consulting assignments as specified in Clause 5.18.2.

4. Amendment to Clause 2.12.6

Clause 2.12.6 shall read as under:

2.12.6 The Consultant shall propose a consultancy team (the “**Consultancy Team**”) for the implementation of this Consultancy. The Consultancy Team shall be composed of Key

Personnel as specified in Clause 5.18.3, other Professional Personnel as specified in Clause 5.21 (collectively the “**Professional Personnel**”) and managerial/support staff (the “**Support Personnel**”) as specified in Form 18 of Appendix-II (Schedule of Personnel and Man Month Rates). The CV of Professional Personnel other than Key Personnel shall also be submitted in the format at Form-14 of Appendix-I. Railways reserves the right to reduce the number and man months of Key Personnel, Other Professional Personnel and Support Personnel to be deployed by the PMC based on the progress of works contract. The Key Personnel, Other Professional Personnel and the Support Personnel should not be older than 67 years as on the date of submission of Tender. The minimum qualification of Team Leader for eligibility shall be Graduate Degree with minimum length of total professional experience of at least 15 years.

5. Amendment to Clause 3.1.1

Clause 3.1.1 shall read as under:

3.1.1 Only those Tenderers whose Tenders are found responsive in terms of Clause 2.21 and who meet the eligibility criteria specified in Clause 2.2 determined in the sequence specified in Clause 2.19.3 shall qualify for evaluation under this Section 3. Tenders not meeting with the requirements at any stage as specified in Clause 2.19.3 shall be rejected. Tenderers will be evaluated on the basis of Tenderer’s experience and the professional qualifications and experience of Key Personnel. Only those Tenderers whose Technical Offer score 70(seventy) marks or more out of 100 shall qualify for further consideration and selection.

6. Amendment to Clause 3.1.2

Clause 3.1.2 shall read as under:

3.1.2 The scoring criteria to be used for evaluation shall be as follows:

| Item Code | Parameter | Maximum marks | Criteria |
|-----------|----------------------------|---------------|---|
| 1 | Firm’s Relevant Experience | 30 | For completed/substantially completed Eligible Assignments as defined in clauses 3.1.3 and 5.20, marks will be allotted as per the following: 1) For one substantially completed Eligible Assignment: 18 marks 2) For one completed Eligible Assignment: 20 marks 3) For two substantially completed Eligible Assignments: 20 marks 4) For more than two substantially completed Eligible Assignments: 22 marks 5) For one completed and one substantially completed Eligible Assignment: 22 marks 6) For one completed and two or more substantially completed Eligible Assignments: 23 marks 7) For two completed Eligible Assignments: 24 marks 8) For two completed and one substantially |

| Item Code | Parameter | Maximum marks | Criteria |
|-----------|---|---------------|---|
| | | | <p>completed Eligible Assignment: 26 marks</p> <p>9) For two completed and two or more substantially completed Eligible Assignments: 28 marks</p> <p>10) For three or more completed Eligible Assignments: 30 marks</p> <p>Note - The meaning of substantially completed assignment is defined in clause 2.2.2(A).</p> |
| 2 | Key Personnel's Professional Qualification, length of total Professional Experience and length of Relevant Experience | 70 | <p>Number of Key personnel required and their responsibilities shall be as per Clause 5.18.3 (i), Conditions of eligibility for the Key Personnel shall be as per Clause 5.18.3 (ii) and maximum marks to be awarded to each Key Personnel out of 70 marks shall be as per Clause 5.19. Marks for each Key Personnel will be awarded as given below, based on professional qualification, length of total professional experience and length of relevant experience as defined in clause 5.18.3:-</p> <p>(a) Professional qualification - 30 per cent marks- The breakup of this 30 per cent shall be as under:-</p> <p>(i) Essential - Diploma in relevant engineering domain. If the Key Personnel has a Diploma in the relevant engineering domain, he shall be awarded 20 per cent marks</p> <p>(ii) Preferred - Graduate degree in relevant engineering domain. If the Key Personnel has a graduate degree in the relevant engineering domain, he shall be awarded 30 per cent marks.</p> <p><u>Note</u> – For Team Leader essential qualification shall be graduate degree in relevant engineering domain and he shall be awarded 30 per cent marks, if he has graduate degree</p> <p>(b) Length of experience -70 per cent marks. The breakup of this 70 per cent shall be as under:</p> <p>Experience shall be divided into two parts i.e. total professional experience and relevant experience for the assignment.</p> <p>Total professional experience shall be assigned 25 per cent marks and relevant experience shall be assigned 45 per cent marks.</p> <p>(i) If the key personnel is having length of total professional experience equal to the length of total professional experience required for eligibility as</p> |

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| Item Code | Parameter | Maximum marks | Criteria |
|-----------|-----------|---------------|--|
| | | | <p>specified in Clause 5.18.3 (ii), he shall be assigned 15 per cent marks, and additional two per cent mark shall be assigned for each additional year of experience subject to maximum of total 25 per cent.</p> <p>(ii) If the key personnel is having length of relevant experience equal to the length of relevant experience required for eligibility as specified in Clause 5.18.3 (ii), he shall be assigned 30 per cent marks, and additional 3 per cent marks shall be assigned for each additional year of relevant experience subject to maximum of total 45 per cent marks.</p> |

7. Amendment to Clause 3.1.3: "Eligible Assignments"

Clause 3.1.3 shall read as under:

3.1.3 Eligible Assignments: For the purposes of determining conditions of Eligibility and for evaluating the Technical offers under this Tender, completed/ substantially completed contracts of Project Management Consultancy Services/ General Consultancy Services/ Services of Independent Engineer (the services actually provided under the contract must include construction supervision) for the projects specified in Clause 5.20 shall be deemed as Eligible Assignments (the "Eligible Assignments").

Note1-For definition of completed/substantially completed assignments refer clause 2.2.2(A)

Note2-Contracts of Independent Engineer services refer to contracts given by Concession awarding Authorities to consulting firms to independently review activities associated with design, design review, construction supervision, quality control etc. of the project on behalf of both the Authority and the Concessionaire so as to ensure compliance of the requirements of the provisions of Concession Agreement.

8. Amendment to Clause 3.1.4

Clause 3.1.4 shall read as under:

3.1.4 Eligible Assignments undertaken by the Tenderer in railway as well as non-railway sectors shall be equally treated.

9. Amendment to Clause 3.3 "Evaluation of Financial Offers"

Clause 3.3 shall read as under:

3.3 Evaluation of Financial Offers

3.3.1 Financial Offers of only the short-listed Tenderers shall be opened.

3.3.2 For the purpose of evaluation, the total cost shall include all taxes and duties for which the Railway will make payments to the Consultant.

3.3.3 The Railway will determine whether the Financial Proposals are complete, unqualified and unconditional. If there are conditions attached to any Financial Offer, which shall have bearing on the total costs as indicated in the Offer, the Railway shall reject such Offers as

non-responsive Financial Offer. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Tenderer to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

10. Amendment to Clause 3.4 "Final Selection"

Clause 3.4 shall read as under:

3.4 Final Selection

3.4.1 The Financial Offers will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for invitation for negotiation (if required) and award of contract.

3.4.2 The negotiation with the Selected Tenderer, L-1 will be carried out as specified in Clause 2.23.

11. Amendment to Annex-13 of Schedule II (Form of Agreement)

Title of Annexure -13 shall read as under:

Responsibilities of Professional Personnel

(Reproduce Clause 5.18.3 (i) for Key Personnel and 5.21.1 for Other Professional Personnel)

12. Amendment to Annex-14 of Schedule II (Form of Agreement)

Title of Annexure - 14 shall read as under:

Minimum Eligibility Requirements of Professional Personnel

(Reproduce Clause 5.18.3 (ii) for Key Personnel and 5.21.2 for Other Professional Personnel)

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Amendments in Volume II

13. Amendment to Clause 5.18.1: "Technical Capacity"

Clause 5.18.1 shall read as under:

5.18.1 Technical Capacity: One completed or substantially completed Eligible Assignment (definition of which may be referred at Clauses 3.1.3 and 5.20) of minimum value Rs. **** (equivalent to 35% of the estimated cost of the subject PMC Tender) executed for Railway/Metro works OR for any project executed for Central and State government, Public Sector Undertaking (PSU) of Central and State governments and Special Purpose Vehicles (SPVs) of Central Government in sector other than Railways/Metro.

14. Amendment to Clause 5.18.2: "Financial Capacity"

Clause 5.18.2 shall read as under:

5.18.2 Financial Capacity: Payment for minimum total amount of Rupees *** (equivalent to 150% of the estimated cost of the subject PMC tender) received from any type of consultancy services contract for railway and non-railway sectors in Central and State government, Public Sector Undertaking (PSU) of Central and State Governments and Special Purpose Vehicles (SPVs) of Central Government.

15. Amendment to Clause 5.18.3 (i)

Clause 5.18.3 (i) shall read as under:

5.18.3 (i) The number and types of Key Personnel and their responsibilities shall be decided by the Executing Agency with concurrence of FA&CAO/C or FA&CAO and approval of General Manager. Following suggestive format may be used:

| Key Personnel | Responsibilities |
|---------------|------------------|
| | |
| | |

16. Amendment to Clause 5.18.3 (ii)

Clause 5.18.3 (ii) shall read as under

5.18.3 (ii) Eligibility of the Key Personnel shall be decided by the Executing Agency with concurrence of FA&CAO/C or FA&CAO and approval of General Manager. The Eligibility of Key Personnel would be based on (i) the Key Personnel's Professional Qualification, (ii) length of Total Professional Experience, and (iii) length of Relevant Experience, and shall be in consonance with Clause 3.1.2. The minimum qualification of Team Leader for eligibility shall be Graduate Degree with minimum length of total professional experience of 15 years as stipulated in clause 2.12.6. The Eligibility in terms of essential Professional Qualification, Length of Total Professional Experience and Length of Relevant Experience may be stipulated in the following format:

| Key Personnel | Professional Qualification required for Eligibility | Length of Total Professional Experience required for Eligibility | Length of Relevant Experience required for Eligibility |
|---------------|---|--|--|
| | | | |
| | | | |

Note: Suitable forms to be submitted by the Tenderer (part of Volume - II) may be designed by the Executing Agency.

17. Clause 5.18.3 (iii) stands deleted

18. Amendment to Clause 5.19: "Scoring Criteria for Key Personnel for Technical Evaluation"

Clause 5.19 shall read as under:

5.19: Distribution of marks to Key Personnel: Maximum marks to be awarded to each Key Personnel shall be worked out and decided by the Executing Agency in consonance with Clause 3.1.2 subject to a total of 70 marks, with concurrence of FA&CAO/C or FA&CAO and approval of General Manager. Following suggestive format may be used:

| Key Personnel | Marks |
|---------------|-------|
| | |
| | |
| Total | 70 |

19. Amendment to Clause 5.20

Clause 5.20 shall read as under:

5.20 Projects for Eligible Assignments: Project Management Consultancy (PMC)/General Consultancy/Independent Engineer services for projects in railway as well as non-railway sectors for Central and State government, Public Sector Undertaking (PSU) of Central and State Governments and Special Purpose Vehicles (SPVs) of Central Government shall be considered as Eligible Assignments. Provided that the value of the consultancy assignment, that is being claimed as Eligible Assignment by the Tenderer, was at least Rs. **** (equivalent to 35% of the estimated cost of the subject PMC Tender) and the same has been completed/substantially completed as defined in clause 2.2.2 (A) prior to TSD.

20. Amendment to Clause 5.21.1

Clause 5.21.1 shall read as under:

5.21.1 The number and types of Other Professional Personnel and their responsibilities shall be decided by the Executing Agency with concurrence of FA&CAO/C or FA&CAO and approval of General Manager. Following suggestive format may be used:

| Other Professional Personnel | Responsibilities |
|------------------------------|------------------|
| | |
| | |

21. Amendment to Clause 5.21.2

Clause 5.21.2 shall read as under:

5.21.2 Eligibility of the Other Professional Personnel shall be decided by the Executing Agency with concurrence of FA&CAO/C or FA&CAO and approval of General Manager. The Eligibility would be based on (i) Professional Qualification, (ii) length of Total Professional Experience, and (iii) length of Relevant Experience. Following suggestive format may be used:

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| Other Professional Personnel | Professional Qualification required for Eligibility | Length of Total Professional Experience required for Eligibility | Length of Relevant Experience required for Eligibility |
|------------------------------|---|--|--|
| | | | |
| | | | |

Note: Suitable forms to be submitted by the Tenderer (part of Volume - II) may be designed by the Executing Agency.

22. Amendment to Clause 9.1 of Schedule III (Terms of Reference (TOR))

Clause 9.1 shall read as under:

9.1 Measurement and preparation of bill etc. would be undertaken by the works Contractor¹ and submitted in serially numbered measurement sheets in the approved format supplied by the Railway. Measurements recorded by the Contractor shall be checked by the Consultant as following:

(i) For hidden items of all departments, earthwork 100% centerline initial levels and 20% cross sections having heavy cross slopes, ballast measurement, pitching stone measurement and classification of soil – to be recorded by contractor in the presence of Resident Engineer of PMC and railway nominated engineer not less than junior scale level.

(ii) For other measurements – 100% test check by Section Engineer (SE) of PMC, 20% test check by Resident Engineer (RE) of PMC, not less than 10% test check by Dy CE/C or equivalent in other departments, covering items test checked by SE and RE as well as other items also.

In the event of the Consultant discovering a mistake in any measurement recorded by the Contractor, which is not a minor one or a matter of misjudgment by the Contractor's engineer recording it, the Consultant shall inform each such instance to the Engineer-In-Charge for necessary action by the Railway against the Contractor in accordance with the works contract². The Consultant shall arrange for joint correction with the Contractor's project manager of all such mistakes in the recorded measurements but not before the Contractor has taken suitable action against his engineer who recorded such measurements in the first place.

Clause 9.2 shall be read as under:

9.2 Further the Railway shall carry out representative test checks of the measurements checked, verified and corrected by the Consultant as described above. All the men and materials required for such test checks by the Railway official shall be provided by the Consultant. The Dy CE/C or equivalent in other departments of the Railway may also exercise random checks so as to ensure that the prescribed procedure has been followed and that there are no excess payment on account of incorrect/irregular measurements in the bill

¹ Necessary provisions for measurement and preparation of bills by the contractor must be provided in the works contract.

² The works contract must have provisions for recovering from the Contractor the excess payment made due to wrong measurements along with a penalty @4 times of the amount of excess payment. The penalty shall be applicable even in the cases where excess payment has not been paid to the Contractor due to the error being noticed by the Consultant during checking of measurements.

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submitted to the Railway for payment. In case any incorrect/irregular measurement is noticed by the Railway in the bill forwarded by the Consultant which is attributable to the collusion of the Consultant's Personnel with the Contractor's personnel, such Personnel shall be immediately removed from the Project and the Consultancy and shall be blacklisted for working in any Consultancy on the Indian Railways. In case the noticed incorrect/irregular measurement is attributable to the carelessness of the Consultant's Personnel, such Personnel shall be removed immediately from the Consultancy/Project and suitable substitute has to be arranged by the Consultant. Further, for any mistake leading to excess billing in favour of the Contractor, either due to oversight of the Consultant's Personnel or done intentionally with the collusion of the Consultant's Personnel, liquidated damages not exceeding an amount equal to 10% (ten percent) of the amount of excess payment shall be levied on the Consultant.

Clause 9.3 stands deleted.

23. Amendment to Clause 6.3.3 of Schedule IV (Special Conditions of Contract (SCC))

Clause 6.3.3 shall read as under:

6.3.3 Payment for Personnel shall be made to the Consultant in the manner explained below:-

(i) The monthly payment shall be made @ 80% of the accepted man month rates as per actual deployment of Personnel duly certified by the Engineer-In-Charge.

(ii) 10% of the accepted man month rates shall be released proportionately to the average financial progress of the construction contract(s) for which the Consultant has been appointed.

(iii) Balance 10% of the accepted man month rates shall be released on successful commissioning of the project as under:

a) Along with passing of the Final bill – 6%

b) During defect liability period of one year (matching with the defect liability period of construction contractor) – 4% @ 1% for each quarter.

(iv) In case any of the relevant Key Personnel/Technical staff remains unavailable during important activities, like Pre-Non Interlocking, Non-interlocking work and commissioning of project, recovery will be made @ three times the payable remuneration. At other times, in case of failure of deployment of Key Personnel/other Professional Personnel, Railway will be entitled to a deduction @ 1% of accepted monthly remuneration rate of the personnel not deployed per day of delay, for the first 30 days after the notice period (not less than two weeks). After above 30 days period is over, the deduction @ 2% of the accepted monthly remuneration of the Personnel not deployed per day of delay shall be applicable. The decision of the Railway in this regard will be final and binding

24. Amendment to Clause 8 of Schedule IV (SCC)

Clause 8 of SCC "Defect Liability Period", shall read as under:

8. Defect Liability Period: The defect liability period (the "Defect Liability Period") for the Consultancy shall be *** years (this may be kept matching with the defect liability period of the construction contractor) from the date of final payment made to the Consultant on completion of Services. The Consultant shall continue to be liable during the Defect Liability Period for any deficiency in Services rendered by it, any defect noticed in the works which is attributable to such deficiency in Services, or any excess payment made to the

Contractor (s) due to improper check by the Consultant's Personnel. The Consultant shall continue to assist the Railway during the Defect Liability Period, as and when need arises, on any matter related to the Project (s) that is incidental to the Services rendered by the Consultant. Such assistance shall be including but not limited to as follows:

[specify]

Security Deposit and Performance Guarantee shall continue to remain with the Railway and the Professional insurance taken by the Consultant for this Contract shall continue to remain applicable during the Defect Liability Period. The Security Deposit and the Performance Guarantee shall be returned to the Consultant after expiry of the Defect Liability Period provided the Railway has no claim against the Consultant.

25. Amendment to Appendix III "Guidance Note for Zonal Railways"

Para 2 Step (xix) stands deleted

Para 2 Step (xv), Step(xx), Step (xxi)& Step (xxv) shall read as under:

Step (xv): Check whether the key personnel meet the minimum eligibility requirements.

Step (xx) Firm's Experience (30): In case of a Consortium, experience of those Members who have at least 20% share of interest in the Consortium and who have on their roll for more than 12 months, as on the Tender Submission Date, not less than 2 Key Personnel among those proposed in the Offer as required under Clause 2.2.9. This should be verified by the TC while considering the claim of the Tenderer with reference to Form 8 of Appendix-I (Vol. II). For giving marks to the Tenderer TC has to find out the total no. of Eligible Assignments for each of the Tenderers. Tenderer's claim of Eligible Assignments is provided in Form-10 supported by details for each of the Assignments claimed by the Tenderer in Form-12. TC has to verify each of the Eligible Assignment by going through its detail at Form-12 and tick the respective one on the Form-10 whether it satisfies the definition and requirements for Eligible Assignment specified in Clause 3.1.3 and Clause 5.20.

Marks shall be allotted to Tenderers as specified in clause 3.1.2 item code 1.

Step (xxi) Key Personnel's Experience (70): Marks shall be allotted to the Key Personnel as specified in Clause 3.1.2 item code 2. Maximum marks allocation to each of the Key Personnel is as specified in Clause 5.19.

Step (xxv): Under the QCBS system, on compliance of the Technical Requirements, eligibility, the lowest (L-1) Tender shall be recommended for acceptance.

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